

MEMORANDUM OF UNDERSTANDING

AMONG

THE GOVERNMENT OF JAMAICA
acting through

MINISTRY OF HEALTH AND WELLNESS

AND

THE PRIVATE SECTOR ORGANISATION OF JAMAICA

AND

THE JAMAICA MANUFACTURERS AND EXPORTERS ASSOCIATION

AND

THE JAMAICA CHAMBER OF COMMERCE

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made at Kingston, Jamaica, West Indies this day of _____, 2021 (“Effective Date”) by and among:

- (1) **THE GOVERNMENT OF JAMAICA** acting through the **MINISTRY OF HEALTH AND WELLNESS (MOHW)** with offices at 10-16 Grenada Way, Kingston 5, St. Andrew; and
- (2) **THE PRIVATE SECTOR ORGANISATION OF JAMAICA (PSOJ)** a company limited by guarantee duly established under the Laws of Jamaica and whose registered office is located at 39 Hope Road, Kingston 10, St. Andrew.
- (3) **THE JAMAICA MANUFACTURERS AND EXPORTERS ASSOCIATION (JMEA)** a company limited by guarantee duly established under the Laws of Jamaica and whose registered office is located at 85A Duke Street in the city and parish of Kingston, and
- (4) **THE JAMAICA CHAMBER OF COMMERCE (JCC)** a company limited by guarantee duly established under the Laws of Jamaica and whose registered office is located at 7-8 East Parade in the city and parish of Kingston.

Each of the above are herein referred to individually as a “Party” and collectively as the “Parties”. The PSOJ, the JMEA and the JCC are collectively referred to as the “Associations”, and “Association” shall be construed accordingly.

WHEREAS:

- A. The MOHW is the pre-eminent Government organization whose mandate is “To ensure the provision of quality health services and to promote healthy lifestyles and environmental practices”. The Ministry, together with its Regional Health Authorities (RHAs), Agencies and related organizations make up the public health system and are responsible for health care delivery across the island.
- B. The PSOJ is a national organisation of private sector associations, companies and individuals working together to promote a competitive and productive private sector.
- C. The JMEA is a national organization representing the interests of Jamaican manufacturers and exporters.
- D. The JCC is a national organization whose mission is to facilitate its members to be drivers of growth and prosperity for Jamaica.
- E. On 30th January 2020, the World Health Organization (WHO) declared the outbreak of the novel coronavirus COVID-19 as a Public Health Emergency of International Concern (PHEIC) pursuant to the International Health Regulations. COVID-19 is an infectious disease caused by the coronavirus SARSCov-2. On March 11, 2020 the WHO characterized COVID-19 as a pandemic. On March 10, 2020, Jamaica recorded its first imported case of COVID-19 in Kingston.
- F. The COVID-19 pandemic has had and continues to have a severe impact on the Jamaica’s fragile economy. The pandemic has had a catastrophic impact on all sectors, notably the education, tourism, health and manufacturing sectors.
- G. While non-pharmaceutical interventions are crucial in slowing down the spread of the coronavirus, they are not able to control it sustainably. The development and swift global deployment of safe and

effective vaccines against COVID-19 remains essential to containing the COVID-19 global pandemic, restoring normal economic activity and protecting the country's health system.

- H. The MOHW has developed a National COVID-19 Vaccine Deployment and Vaccination Interim Plan (hereinafter COVID-19 Vaccine Plan) to guide the introduction, distribution and administration of COVID-19 vaccines in Jamaica.
- I. The MOHW recognizes that a multi-sectoral and multi-stakeholder approach is key to the successful deployment of COVID-19 Vaccines.
- J. The Associations are desirous of working alongside MOHW and its agencies to increase the velocity of COVID-19 Vaccine procurement for Jamaica as part of a national effort to enhance health security and promote economic empowerment of our citizens
- K. The Parties are desirous of collaborating to support the implementation of the Government's COVID-19 Vaccine Plan.

NOW THEREFORE in light of the mutual promises hereinafter set forth, the Parties agree as follows: -

1. PURPOSE AND SCOPE

- i. This MOU records in outline the Parties' mutual desire, subject to any required formal agreements and Government approvals, to work together and collaborate for the implementation of the COVID-19 Vaccine Plan.
- ii. During the term of this MOU the Parties may negotiate in good faith formal Agreements with each other and with such agencies of the Government as may be deemed necessary by the Parties to achieve the objectives of this MOU.
- iii. Any formal Agreement once duly approved and executed shall supersede this MOU.

2. OBJECTIVES OF THE PARTNERSHIP

- i. The objectives of the partnership between the Parties are to:
 - a) To increase the availability of COVID-19 Vaccines to support the safe and full reopening of the economy.
 - b) Bolster the MOHW's efforts to procure an adequate supply of safe and effective COVID-19 Vaccines for the population.
 - c) To increase overall access to COVID-19 Vaccines by establishing access points within the private sector through which the population may obtain COVID-19 Vaccines.

3. RESPONSIBILITIES OF THE MOHW

The MOHW shall:

- i. Facilitate the procurement of COVID-19 Vaccines on behalf of the Associations through the National Health Fund.

4. RESPONSIBILITIES OF THE PSOJ

The Associations shall:

- i. Contribute funding in such amounts to be agreed by the Parties to facilitate the MOHW's procurement of COVID-19 Vaccines on behalf of the Associations.
- ii. Each contribute additional supplies of COVID-19 Vaccines to the public health sector, at no cost to the MOHW and in such amounts and in such manner as agreed between the contributing Association and the MOHW.
- iii. Facilitate the distribution, in a transparent manner and on a cost-plus basis, of COVID-19 Vaccines procured by the MOHW on behalf of such members of the Associations as shall be determined by each Association.
- iv. Support the MOHW's COVID-19 Vaccine sensitisation and public health education campaign.

5. MUTUAL RESPONSIBILITIES OF THE PARTIES

The Parties shall:

- i. Cooperate with each other and with such agencies of the Government as shall be necessary to ensure that COVID-19 Vaccines are procured deployed and administered in keeping with all relevant laws and regulations and policies.
- ii. Jointly promote the advantages of being immunised against COVID-19 as well as scientific evidence to support vaccination.

6. TERM OF THE MOU

- i. This MOU is valid from the date herein before written and shall continue in force for a period of twelve (12) months or such other date as the Parties may otherwise agree in writing.
- ii. This MOU may be renewed following its expiration on the express agreement of the parties in writing.
- iii. Any Party may terminate their participation in this MOU by giving sixty (60) days prior written notice to the representatives nominated pursuant to clause 9 hereof, with the understanding that any activity(ies) already in progress in respect of such Party which requires completion at the time of the notice to terminate will continue until its logical and reasonable conclusion.

7. CONFIDENTIALITY:

- i. Each of the Parties agrees that by virtue of entering into this MOU they will receive from the other Parties certain information regarding each other's operations related to the project contemplated by this MOU whether marked confidential or not, and material relating to or constituting intellectual property of the other party or of any third party "confidential information", save that any information which is publicly known or at any time after that date becomes publicly known (other than by breach of this MOU by a Party); or which was lawfully in their possession before the date of disclosure and are not bound by similar or other confidentiality restrictions would not be categorized as " confidential information".

- ii. The Parties undertake that from the date of disclosure they will not disclose or use confidential information, except as required for the implementation of this MOU. Disclosure of the confidential information will be limited to those of its employees, consultants and sub-contractors who need to have such information for the purposes of this MOU, and each Party shall ensure that such recipients shall be bound by the same confidentiality obligations as are set out in this clause. For the avoidance of doubt, the obligations under this clause will continue during the term of this MOU and will continue to subsist after the expiration or termination of same.
- iii. Each of the Parties undertakes to treat the other Parties' said confidential information with the same degree of care as it employs or ought to employ with regard to its own confidential information of a similar type or nature.
- iv. The Parties shall adhere to the principles of medical confidentiality and shall comply with all applicable laws, regulations and policies concerning the confidentiality and disclosure of medical records and medical records information.

8. INDEMNITIES

To the fullest extent permitted by law and notwithstanding any other provision herein, each Party to this MOU will hold harmless, defend and indemnify the other Parties, from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defence thereof, for the death or injury to any person or persons (including employees) or damage of any property which arises out of or is in any way connected with any negligent act or omission or willful misconduct on the part of that Party relating to this MOU. Each Party shall adopt best practices to mitigate to the fullest extent possible the risk of personal injury to persons and loss or damage to property as a result of its activities contemplated hereunder. The provisions of this clause will survive the termination or expiration of this MOU.

9. NOTICES

- i. Address for Notices: Any notice, communication, request or correspondence required or permitted under the terms and conditions of this MOU shall be in writing, in the English language (it being understood that any such communication or paper in a language other than English shall be of no force or effect), and shall be (i) delivered personally; (ii) transmitted by facsimile and either the recipient acknowledges receipt to sender or the sender delivers to recipient a transmission confirmation; or (iii) sent by an internationally-recognized overnight mail or courier service, with delivery receipt requested, to the following addresses:

If to the Government, MOHW:

Attn: Mr Dunstan Bryan, Permanent Secretary

Address: 10-16 Grenada Way, RKA Building, 7th Floor, Kingston 5, St. Andrew

Email: dunstan.bryan@moh.gov.jm

If to the PSOJ:

Attn: Mr. Keith Duncan, President
Address: c/o 39 Hope Road, Kingston 10
Email:

If to the JMEA:

Attn: Mr. Richard Pandohie, President
Address: 85A Duke Street, Kingston
Fax: n/a
Email:

If to the JCC:

Attention: Mr. Lloyd Distant, President
Address: 7-8 East Parade, Kingston
Email:

- ii. Effectiveness of Service: Notices shall be effective: (i) in the case of personal delivery, when received by the recipient; (ii) in the case of transmission by email or facsimile, if receipt of the transmission occurs before 17:00 recipient's time on a Business Day and recipient receives a transmission confirmation or otherwise acknowledges transmission, upon receipt of transmission, or if receipt of the facsimile transmission occurs after 17:00 recipient's time and recipient receives a transmission confirmation or otherwise acknowledges transmission, the next succeeding Business Day, or (iii) in the case of a recognized and reputable priority courier, [four (4)] Days after dispatch.

10. PUBLICITY AND PUBLICATIONS

- i. None of the Parties will make any public announcement or issue any press release, or otherwise publicize any aspect of this MOU, nor make use of the name, emblem logo or trademark of the other party in any publicity, advertising or promotion, without the prior written approval of the remaining Parties. The foregoing shall not, however, preclude any legally required disclosure, or announcements and reports generated in the normal course of business.
- ii. None of the Parties shall publish, nor submit for publication, any academic work directly arising out of the performance of this MOU without prior written approval from the other Parties, which said approval shall not be unreasonably withheld. A Party shall submit the proposed publication to the other Parties at least thirty (30) days before publication, and each of the other Parties shall have the right to review, comment on and make changes to the proposed publication in order to protect its interest.

11. FORCE MAJEURE

None of the Parties will be responsible for obligations arising out of this MOU with which it is unable to comply in whole or in part due to reasons of force majeure. For the avoidance of doubt, force majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. The Party claiming force majeure will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. Any period within which a Party shall, pursuant to this MOU, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

12. DISPUTE RESOLUTION

The Parties undertake to resolve by way of good faith, discussion of any concerns or disputes which may arise concerning the terms and implementation of this MOU. Any disputes arising from the obligations set out in this MOU shall be communicated in writing for discussions between the Parties for amicable solutions to be reached.

13. MISCELLANEOUS PROVISIONS

Non-binding

This MOU does not intend to create legal binding relations between the Parties however in pursuance of its objectives, legal relationships may flow therefrom and further legal documentation may be created as deemed necessary to give effect more particularly to the objectives set out herein.

Costs and expenses

Any expenses incurred by each of the parties, in connection with the negotiation of this MOU and implementation of the Project contemplated by this MOU shall be borne by the party incurring those expenses.

Variations in Writing

All additions, amendments or variations to this MOU shall be effective only if in writing and signed by duly authorized representatives of the Parties.

Entire Agreement

This MOU represent the entire understanding among the Parties in relation to the subject matter thereof and supersede any or all previous agreements or arrangements among the Parties (whether oral or written).

Severability

In the event that any one or more of the provisions of this MOU shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

contained herein or of the same provisions in any other jurisdiction shall not in any way be affected or impaired thereby.

Waivers

No waiver by any Party of any default by the other in the performance of any of the provisions of this MOU shall (i) operate or be construed as a waiver of any other or further default whether of a like or different character (ii) be effective unless in writing duly executed by an authorized representative of such Party. The failure by a Party to insist on any occasion upon the performance of the terms, conditions or provisions of this MOU or time or other indulgence granted by one Party to another shall not thereby act as a waiver of such breach or acceptance of any variation.

Assignment

No assignment or transfer, as security or otherwise, by a Party of the Party's rights or obligations under this MOU shall be effective without the prior written consent of the other Parties.

Governing Law

This MOU and the rights and obligations of the Parties under or pursuant to this MOU shall be governed by and construed according to the Laws of Jamaica.

Relationship of the Parties

This MOU shall not make any of the Parties partners or joint venturers one with the others, nor make them the agent of any of the other Parties. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or the otherwise bind, the other Parties.

Counterparts

This MOU may be executed in two (2) or more original copies and each such copy may be executed by each of the Parties in separate counterparts, each of which copies when executed and delivered by the Parties shall be an original, but all of which shall together constitute one and the same instrument.

Good Faith

This MOU is being entered into in good faith with due authorization of all the Parties and all the Parties are committed to using their best endeavours to observe the spirit and intent of this MOU and the terms and objectives set out herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this MOU to be signed in their respective names as of the day, month and year first above mentioned.

FOR AND ON BEHALF OF THE GOVERNMENT OF JAMAICA acting through MOHW:

By: _____

Name: Mr Dunstan Bryan,

Title: Permanent Secretary, Ministry of Health and Wellness

WITNESSED BY:

By: _____

Name: _____

FOR AND ON BEHALF OF THE PRIVATE SECTOR ORGANISATION OF JAMAICA

By: _____

Name: Keith Duncan

Title: President

WITNESSED BY:

By: _____

Name: _____

FOR AND ON BEHALF OF THE JAMAICA MANUFACTURERS AND EXPORTERS ASSOCIATION

By: _____

Name: Richard Pandohie

Title: President

WITNESSED BY:

By: _____

Name: _____

FOR AND ON BEHALF OF THE JAMAICA CHAMBER OF COMMERCE

By: _____

Name: Lloyd Distant

Title: President

WITNESSED BY:

By: _____

Name: _____